

EXHIBIT B

EMPLOYEE'S SECRECY, INVENTION ASSIGNMENT, AND NON-COMPETITION AGREEMENT

WHEREAS, undersigned EMPLOYEE of Enzon, will be exposed to and use Enzon, Inc. confidential information during his employment; and

WHEREAS, undersigned EMPLOYEE of Enzon, may make or conceive inventions, whether or not patentable, solely or jointly with others during such employment; and

WHEREAS, undersigned EMPLOYEE of Enzon, is expected to devote his working efforts entirely to Enzon.

IN CONSIDERATION of EMPLOYEE's continued employment:

SECRECY: EMPLOYEE hereby agrees, both during the term of his employment and after termination thereof, to keep in confidence and secret all proprietary processes, inventions, devices, formulas and other information acquired by him at Enzon, or of which he becomes aware in connection with the performance of his duties under his employment or which is made known to him by any of the officers or other employees of Enzon, (hereafter collectively "Information") and will not disclose or make known such Information to any other person or entity or use such Information except in the course of his employment at Enzon, except after being previously authorized to do so by a writing signed by an officer of Enzon.

ASSIGNMENT: Without further payment by Enzon, EMPLOYEE hereby agrees to assign and does assign to Enzon, its successors and assigns all his rights to inventions which EMPLOYEE may hereafter make or conceive, either solely or jointly with others, during the course of such employment or with the use of the time, material or facilities of Enzon, or which during the course of such employment relates to any Enzon method, product, substance, machine, or article of manufacture or improvement. EMPLOYEE will disclose such inventions to Enzon, as soon as practicable after they are conceived and execute, acknowledge and deliver at the request of Enzon, all papers including patent applications which may be required for obtaining patents on said inventions in any and all countries and/or to vest title thereto in Enzon, its successors or assigns, and do all other acts and things which may be necessary and proper in furtherance of these ends both during and after termination of such employment, the inventions to remain the property of Enzon, whether or not patented. This section shall not affect EMPLOYEE's rights

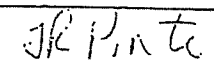
in connection with "Licensed Patents" as defined and set forth in the License Agreement dated August 28, 1992 between Enzon, EMPLOYEE, Bomalaski and Shorr ("License Agreement").

NON-COMPETITION: EMPLOYEE hereby agrees that during the term of his employment with Enzon, and for two years thereafter, EMPLOYEE will not, directly, or indirectly, whether as an officer, director, stock holder, partner, proprietor, associate, employee, consultant, representative, or otherwise, become or be involved in or associated with any other person, corporation, firm, partnership, or entity engaged in modifying enzymes, protein based biopharmaceuticals or pharmaceuticals in a manner similar to that described in U.S. 4,179,337, or U.S. 4,946,778, or any other technology or area of business in which Enzon, becomes involved during the EMPLOYEE's term of employment. Provided, however, this Agreement does not preclude Employee from licensing to other parties rights under Licensed Patents for the fields of Diagnostic Products and Animal Therapeutic Products, as defined in the License Agreement. EMPLOYEE, however, shall be prohibited from licensing or otherwise transferring technology or knowhow which is the basis for the Invention and Licensed Patents as defined under the License Agreement, and from ever using any of Enzon proprietary information or trade secrets to conduct any business.

The foregoing provisions shall survive any termination of EMPLOYEE's employment with Enzon, for any reason. EMPLOYEE recognizes that the provisions of this agreement are reasonable and necessary to protect Enzon's interest and business; that irreparable loss and damage will be suffered by Enzon should he breach any of these provisions; that given the unique nature of Enzon's business such loss and damage would be suffered by Enzon regardless of where a breach of such provisions occur, thus, making the absence of a geographical limitation reasonable; that each of such provisions is separate, distinct and severable; that the unenforceability or breach of any such covenant or agreement shall not affect the validity or enforceability of any other provision; and that, in addition to other remedies available to it, Enzon shall be entitled to both temporary and permanent injunctions and any other rights or remedies it may have, at law or in equity, to prevent a breach or contemplated breach by him of any of such provisions.

Signed at Enzon, Inc. on the 21 day of March, 1994.


EMPLOYEE

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